

**WILLIAMSBURG COMMUNITY
SCHOOL DISTRICT**

COLLECTIVE AGREEMENT

**WILLIAMSBURG EDUCATION
ASSOCIATION**

AND

**WILLIAMSBURG BOARD OF
EDUCATION**

2007-2008

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ARTICLE I

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons of the Association making the complaint.

3. Any decisions involving the Association will be made by the Executive Board of the Association.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. If said grievance occurs during the summer months, days will refer to weekdays.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his/her principal either directly or through the Association's designated teacher rights chairperson, with the objective of resolving the matter informally.

4. Level Two - Principal (Informal)

If, as a result of the informal discussion with the principal at level one a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of occurrence of the event giving rise to the grievance. The grievance form shall be available from the Association's teacher rights chairperson and said form shall be signed by the grievant. A copy of the grievance form shall be delivered to the appropriate principal. The appropriate principal shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance and shall furnish a copy of his/her decision on the grievance and communicate it in writing to the grievant, the Superintendent and the Association.

If either the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to level three.

5. Level Three - Superintendent

The Superintendent or his/her designee shall meet the aggrieved person and, if requested, the Association's teacher rights chairperson within ten (10) school days of receipt of the grievance. Within ten (10) school days of presentation of the formal grievance, the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy to the grievant and the Association.

If either the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance the aggrieved person or the Association may proceed to level four.

6. Level Four - Arbitration

a. If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within ten (10) school days after receipt of Superintendent's disposition.

b. The parties shall attempt to agree upon a single arbitrator. If agreement on the arbitrator is not reached within five (5) school days after the call for arbitration, either party may request a list of three (3) arbitrators from the Public Employment Relations Board. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one (1) of the two (2) remaining names. The person whose name remains shall be the arbitrator. The decision of the arbitrator shall be binding on the parties.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly, and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions, on the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

7. Miscellaneous

a. Group Grievance

If, in judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level three. The Association may process such a grievance through all remaining levels of the grievance procedure.

b. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

c. Released Time

When it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the workday, said aggrieved person and representative shall be released without loss of compensation.

SCHEDULE A

Date Filed _____

Williamsburg School District
Form:

Distribution of

1. Association
2. Employee
3. Principal
4. Superintendent

_____ Building

Name of Aggrieved Person _____

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature _____

Date _____

E. Disposition by Principal _____

Signature of Principal _____

Date _____

LEVEL III

- A. _____
Signature of Aggrieved Person Date Received by Superintendent
- B. Disposition by Superintendent or His/Her Designee _____

- _____
Signature of Superintendent Date
or His/Her Designee

LEVEL IV

- A. _____
Signature of Aggrieved Person Signature of Ass'n President
- B. _____
Date Submitted to Arbitration Date Received by Arbitrator
- C. Disposition and Award of Arbitrator* _____

- _____
Signature Date

* If additional space is needed, attach additional sheets.

ARTICLE II

DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues, annuities and credit union deduction. The form of the assignment shall be set forth in Schedule B. It will be the Association responsibility to inform its members of the dues deduction system.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12th) of total dues from the regular salary check of the employee each month for twelve (12) months.

C. Pro-Rated Deduction

Employees who begin dues deduction after September shall have total dues prorated on the basis of the remaining months of employment.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

E. Termination

It shall not be the responsibility of the Board to deduct that portion of unpaid dues of any employee who leaves the School District before the end of the school year.

F. Hold Harmless

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all costs arising out of the application of the provisions in the agreement between the parties for professional dues deductions.

SCHEDULE B

REQUEST FOR WITHHOLDING OF PROFESSIONAL MEMBERSHIP DUES

MEMBERSHIP DUES

WILLIAMSBURG COMMUNITY SCHOOL DISTRICT
WILLIAMSBURG, IOWA 52361

I hereby request that _____ dollars be withheld from my 2007-2008 salary in payment of Professional Membership dues.

Monthly amounts shall be one-twelfth (1/12) (_____) of total amount to be withheld.

Dated and signed this _____ day of _____, 2007

Signature of Employee

ARTICLE III

SICK LEAVE

A. Coverage

Regularly employed personnel shall be granted leave of absence for personal illness or injury, or for referral by a physician or dentist to a specialist for examination or treatment if the examination or treatment is of such nature that it cannot reasonably be postponed or scheduled for nonworking hours. Approval by the respective building principal is required prior to appointment acceptance. Persons in the following types of employment are not entitled to sick leave benefits:

1. Casual or part-time employee who work on call or as needed.
2. Extra help employed during summer and vacation periods.

B. Accumulative Benefits

In case of personal illness or injury the employee shall be granted full pay for ten (10) days the first year, eleven (11) days the second year, twelve (12) days the third year, thirteen (13) days the fourth year, fourteen (14) days the fifth year, fifteen (15) days the sixth year and subsequent years, accumulative to a maximum of one hundred twenty (120) days. The Board of Education shall in such instance require such reasonable evidence, as it may desire confirming the necessity for the leave of absence.

A day of sick leave shall be that of the employee's normal workday. For personnel employed on a full day basis this would be one (1) day's pay or eight (8) hours. For employees working six (6) hour days, a day of sick leave would be computed on a six (6) hour basis and similarly established for all individuals whose normal work day is less than a full day. Amount of sick leave at any one time will be a minimum of one-half (1/2) day. No smaller amount of time will be accepted. Said sick leave shall be based on fulfillment of complete contract period. If the contract is terminated before completion of Contract, sick leave will be based on a prorated scale in connection with days taught. Above sick leave amounts apply only to consecutive years of employment in the same school district.

C. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than thirty (30) days after the beginning of each school year. Employees who disagree with the accumulated number of sick days shall notify the **Business office** in writing within fourteen (14) calendar days.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.

1. Personal

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal reasons. * (see memorandum) A personal leave day may not be used as vacation days or free days, but may be used for any other purpose at the discretion of the employee. No more than five (5) employees, with a maximum of two (2) from the Elementary, and three (3) from the Junior/Senior High School will be allowed to take a personal leave day on any given day. Any employee planning to use a personal leave day shall notify his/her principal at least two (2) days in advance except in cases of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, or vacation period or the last ten (10) days of school and reasonable restrictions may be imposed on personal leaves on such days. Personal leave will not be allowed on days when assigned duties could not be fulfilled by a substitute, such as parent conferences. **Unused personal days may be carried over to the following year. Employees can accrue up to a maximum of five (5) personal days.**

2. Religious

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused by the principal.

3. Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial or administrative proceeding, or who shall be asked to testify in any arbitration matter shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Williamsburg School System.

4. Bereavement

All employees shall be granted leave of absence at full pay for funerals not to exceed five (5) days at any one time in the event of death in the immediate family. Immediate family is defined to include father, mother, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, brother-in-law, and sister-in-law; spouse's mother, father, brother, sister; and grandchildren. All employees may be granted a leave of absence not to exceed two (2) days for the purpose of attending a funeral of the employee's grandparents.

With permission of the Superintendent of Schools, a day may be granted for attending the funeral of a close friend or more distant relative. Such absence will not be charged to sick leave. Days needed in excess of above statement will be given review by the Administration. In the event of death of an employee or student in the Williamsburg School District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

5. Immediate Family Illness

All employees shall be granted leave of absence at full pay for serious illness (that which requires a doctor's attention or hospitalization) in the immediate family not to exceed three (3) days per year. *(see memorandum) Immediate family is defined to include father, mother, brother, sister, wife, husband, son, daughter and grandchildren. (Spouse's mother, father, brother or sister may come under this definition with special permission from the Superintendent.)

6. Professional

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent of Schools.

The District will pay all registration fees of those meetings a staff member attends with the approval of the Administration. If the participant uses his/her own transportation, the District will pay mileage according to the State law for said mileage. If a number from the system are attending a meeting, the District will pay for only one (1) car's transportation. Meals will not be paid unless the individual is on specific business at the request of the Administration.

An in-service meeting, which requires the participants to spend the night away from home, will be an accepted expense payable by the Board of Directors.

7. Association Leave

The Board shall grant a leave of absence without loss of salary to duly elected representatives of the WEA to take care of official association business. In no event shall the total number of days granted exceed six (6) days in any single school year. The Association must notify in writing to the Superintendent or his/her designee five (5) calendar days in advance of when request is to be effective. The Association shall assume the actual cost of the certified substitute teacher's pay and shall reimburse the District for the cost thereof.

8. Temporary Leaves

Other leaves of absence may be granted without pay by the Superintendent.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

A. Disability Leave

If an employee's accumulated sick leave is insufficient to cover a period of disability, the employee, upon his/her presentation of medical proof, will be granted a leave of absence without pay for a period not to exceed one (1) year. If the employee wishes to retain medical insurance while on leave of absence, said employee must pay remaining payments in one (1) installment at beginning of leave, excluding those weeks paid by the District under FMLA.

B. Parental

A leave of absence without pay up to one (1) complete school year may be granted to any employee upon application for the purpose of child nurturing. Said leave must correspond to regular school schedule of one (1) full year.

While on extended leave, no benefits will be provided by the employer. However, the employee may purchase medical and life insurance through the school's group plans if acceptable to the insurance carrier.

Upon return from such leave an employee will be placed at the same position on the salary schedule and maintain the same benefits as he/she would have accrued at the time the leave was granted. This leave is left to the discretion of the Board.

C. Family Illness

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. This is left to the discretion of the Board. While on extended leave, no benefits will be provided by the employer unless required by FMLA. However, the employee may purchase medical and life insurance through the school's group plans if acceptable to the insurance carrier.

Upon return from such leave an employee will be placed on the same position on the salary schedule and maintain the same benefits as he/she would have accrued at the time the leave was granted. This leave is left to the discretion of the Board.

D. Educational Improvement

A leave of absence without pay of up to one (1) year may be granted to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee will be placed at the same position on the salary schedule and maintain the same benefits as he would have accrued at the time the leave was granted. This leave is left to the discretion of the Board.

E. Outside Teaching

A leave of absence without pay may be granted for one (1) year for an employee who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave an employee will be placed at the same position on the salary schedule and maintain the same benefits as he/she would have accrued at the time the leave was granted. This leave is left to the discretion of the Board.

F. Family Medical Leave Act FMLA

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations issued implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the preexisting family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

ARTICLE VI

SABBATICAL LEAVE

Purpose

A sabbatical leave may be granted for one (1) year to an employee by the Board for study, including study in another area or specialization, for travel, or for other reasons of value to the school system. Upon return from such leave an employee will be placed at the same position on the salary schedule and maintain the same benefits as he/she would have accrued at the time the leave was granted. The only change possible would be if employee gained additional hours to place them on a different training lane. This leave is left to the discretion of the Board. Said request for leave must be made prior to March 15th. Employees may retain medical insurance only within the District's group policy, but payment for the entire package must be made by the employee at the beginning of the enrollment period.

ARTICLE VII

VOLUNTARY TRANSFER PROCEDURE

A. Definition

The movement of an employee to a different assignment, grade level, subject area or building shall be considered a transfer.

B. Filing Requests

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignment for the following year shall be submitted not later than May 1st.

C. Notification of vacancies will be provided in staff bulletin after the written resignations received by the Superintendent of Schools.

D. Approval for voluntary transfer will be an administrative decision requiring approval of Principals involved and Superintendent.

E. The reasons for denying a voluntary transfer will be submitted in writing to the employee requesting the transfer, if employee so requests.

ARTICLE VIII

INVOLUNTARY TRANSFER PROCEDURE

A. Definition

The movement of an employee to a different assignment, grade level, subject area or building shall be considered a transfer.

B. Notice

Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical and in no case later than June 1st. **See memorandum of understanding.**

C. Meeting

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, the Principal and the Superintendent, at which time the employee shall be given written reason(s) therefore.

D. Use of Voluntary Requests

No position shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer within the system available to fill said position.

ARTICLE IX

TEACHER EVALUATION SYSTEM PROCEDURE

TRACK 1

Teachers in their first or second year of the profession, or career teachers who are in their first year of teaching for the District, shall be considered Track 1 teachers. The cycle for Track 1 shall consist of both formal and informal observations, initiated by the administrator. The administrator shall conduct a minimum of three formal and informal observations and a minimum of three walkthroughs. At least one of the observations shall also include a pre-observation conference and a post-observation conference between the administrator and teacher. Teachers in Track 1 will be involved in a minimum of one summative conference in year one. In year two (year one for career teachers new to the District), teachers in Track 1 will be involved in a comprehensive review.

TRACK 2 (CAREER TEACHERS)

Track 2 is for licensed teachers who have earned regular teaching licenses and are not in Track 3. Each teacher in Track 2 shall be required to develop an individual career development plan every three years.

During year one of the cycle, each staff member shall create an individual career development plan. Individual career development plans shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the District's Comprehensive School Improvement Plan and Career Development Plan.

During year one and year two of the cycle, the administrator and teacher shall meet and discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria. Each year of the three-year cycle, the administrator shall conduct a minimum of three walkthroughs. The administrator shall also formally observe the teacher a minimum of one time in year three of the cycle. At least one formal observation shall include a pre-observation conference and a post-observation conference between the administrator and the teacher. Also in year three, the completion of the Individual Career Development Plan will occur. Two activities will then occur. First, a written review will be completed by the administrator after the teacher and administrator have discussed the teacher's progress and outcomes on the Individual Career Development Plan. The second activity is a three year summative review. The teacher shall provide a portfolio linking artifacts to the Iowa Teaching Standards and Criteria.

TRACK 3 (INTENSIVE ASSISTANCE)

When the administrator determines, at any time, the teacher is not meeting one or more of the following:

1. District expectations under the Iowa Teaching Standards 1 – 7 and Criteria (Standard 8 is excluded);
2. The Individual Career Development Plan; or
3. Any other standards and criteria that the administrator deems appropriate,

the administrator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but is not to exceed six (6) months (excluding summer) in duration.

**ADDITIONAL INFORMATION CAN BE FOUND IN THE WILLIAMSBURG COMMUNITY SCHOOL DISTRICT
TEACHER EVALUATION SYSTEM DOCUMENTS**

ARTICLE X

PROCEDURE FOR STAFF REDUCTION

A. Coverage

All employees under this Agreement.

B. Notification

1. If the Board is contemplating the layoff of any employee(s) for staff reduction purposes, it will so notify the Association and the affected employee(s) as required by the Iowa Code.
2. The authority for determining numbers and assignments of staff rests with the School Board.
3. Natural attrition shall be used first in staff reduction.

C. Procedure for Layoffs

1. If such reduction or discontinuance shall occur, dismissals shall be within the subject area(s) hereafter enumerated.

a. K-6	j. Business Education
b. Language Arts	k. Art
c. Social Studies	l. Vocal Music
d. Mathematics	m. Instrumental Music
e. Science	n. Physical Education
f. Foreign Language	o. Agriculture
g. Home Economics	p. Special Reading Teacher
h. Industrial Arts	q. Special Education
i. Drivers Education	r. Resource Teachers

It is the intention of the parties that each subject area(s) shall be considered as a separate unit with items 2-18 broken down as separate in regard to Junior High (Grades 7-8) and Senior High (Grades 9-12). Within each subject area(s) seniority will apply as total years within the system.

2. Each employee shall be placed in the subject area(s) in which he/she is employed on the effective date of this Agreement. However, an employee may elect to be placed in an additional subject area(s) for which he/she is certified by filing such election in writing with the Superintendent or his/her designee no later than September 1st or thirty (30) days following new certification.
3. If a position is to be eliminated or reduced, the Board shall give notification of layoff to the least senior employee in that position. An employee who is notified of layoff or reduction to part-time status will have the right to displace any less senior employee whose work he/she is certified to perform provided that he/she has elected to be placed in that subject area. If that person being displaced has extra curricular responsibilities, the person assuming the position must assume those responsibilities if he/she is certified to do so. However, the certification in the extra curricular activities is not a requirement for assuming the position. Written notice of intent to exercise this right must be given to the Superintendent, with a copy to the Association, within five (5) school days after an employee is notified of layoff or reduction to part-time status. Within five (5) school days after the employee gives such notification, the Superintendent will notify the less senior employee that he/she is to be displaced.
4. An employee who is to be displaced pursuant to this Section will have the same displacement rights vis-a-vis less

senior employees as an employee whose position is to be eliminated or reduced.

- 5 If an employee displaces another employee and has not taught the displaced employee's assignment within the last five (5) years or has not taken six (6) hours of course work within the last five (5) years that relate to the new assignment(s), then the District will have a conference with the employee to determine the adequacy of his/her preparation for the new teaching assignment(s) that result from the displacement. If the District determines that the employee's preparation is not adequate, it may require that the employee successfully complete up to six (6) hours of course work within the teaching area within two (2) years of displacement.

D. Seniority

For the purpose of this Article, seniority will be the same as total full-time equivalent actual years teaching experience in the system. When seniority is equal, seniority will be determined by who first signed the initial contract for employment within the system. Employees shall be given a copy of the seniority list no later than thirty (30) days after the beginning of each school year. Protest of common errors and/or omissions from the list must be made to the District within thirty (30) calendar days from the date of the furnishing of the list.

When a District Professional Employee, not presently a member of the Bargaining Unit, is given an involuntary assignment to a vacancy in the teaching staff, said individual will be granted seniority and placed on the salary schedule per total of actual previous years of teaching experience within the District.

E. Recall

1. If there is a vacancy in a negotiation unit position, laid-off employees who are certified to perform the work in question will be recalled in order of the person with the most seniority being recalled first.
2. If a laid-off employee has displaced another teacher or has been recalled to a position other than that held immediately prior to a layoff, the employee will remain eligible for recall in accordance with the provisions of Subsection 1 above.
3. Notice of recall will be given by registered mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to the Association at time of mailing notice. If an employee fails to respond by certified mail within twenty-one (21) calendar days after mailing of the above notice of recall, the employee will be deemed to have refused the position offered. Once former employee refuses recall, he/she has forfeited future recall rights.
4. An employee who is laid-off will remain on the recall list for two (2) years after the effective date of layoff unless the employee waives recall rights in writing.
5. Once a teacher on the recall list accepts a teaching position in another public school system, they forfeit recall rights.

F. Benefits

All benefits to which an employee was entitled at the time of his/her layoff will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience in the system and education.

ARTICLE XI

IN-SERVICE

The Administration will establish yearly an in-service committee whose duties will be to help plan various in-service activities. The committee will consist of the building administrators and faculty representative from each of four areas: lower elementary, upper elementary, junior high and senior high.

ARTICLE XII

HOLIDAYS AND VACATION

- A. The in-school work year of employees contracted on a twelve (12) month basis shall consist of a two (2) week paid vacation.
- B. Paid holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Years Day and Memorial Day if the school year goes beyond this date.
- C. Vacation periods may be scheduled during the school year as approved by the Board in its adoption of a school calendar.

ARTICLE XIII
EMPLOYEE HOURS AND LOAD

A. Workday

The arrival and departure times of teachers on a normal contract day shall be from 8:00 A.M. - 4:00 P.M.

Teachers are required to be in their teaching area fifteen (15) minutes prior to the start of the school day and fifteen (15) minutes after the conclusion of the school day.

On Fridays, days preceding holidays or vacations, or early dismissal due to inclement weather (not including heat), the employees' day shall end when all school buses have departed.

B. Teaching Load

1. Junior and Senior High

During the employee's normal working hours there shall be time allotted for the purpose of classroom preparation. It is desirable for each employee to have an uninterrupted preparation period each day. Employees assigned to Junior and Senior High School shall have a minimum of one (1) regularly assigned period each day which maybe used for preparation time and during which the employee will not normally be assigned other duties.

2. Elementary

The daily load in the elementary schools shall not exceed seven (7) hours of classroom pupil teaching contact per day.

C. Lunch Periods

1. Employees at the Junior and Senior High shall have daily uninterrupted, duty-free lunch periods of at least one-half (1/2) the normal class period.
2. Since it is impossible to release all elementary teachers daily for a twenty-six (26) minute duty-free noon hour, the two (2) teachers on noon recess duty at each elementary school will be paid for each day they are on duty as stated in the supplemental pay scale on Page 37. A record will be turned in at the end of each semester at which time payment will be made.

D. Leaving the Building

Employees may leave the school building during duty-free lunch periods, and with permission from respective principals during their preparation time.

E. Meetings

If all school staff are required to attend faculty or professional meetings in excess of sixty (60) minutes beyond calendar work day, early dismissal of students shall be required. Meetings shall not be called on Fridays or on any day immediately preceding any holiday. Meetings shall not be called on other days upon which teachers' attendance is not required in school due to early dismissal because of inclement weather.

F. Preparation Time
Grade Level

Classroom employees shall, in addition to their lunch period have daily preparation time as follows:

- a. Elementary School - 40-55 minutes daily average for year
- b. Junior High School - 40-55 minutes daily average for year
- c. Senior High School - 40-55 minutes daily average for year

ARTICLE XIV
WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule One which is attached hereto and made a part thereof.

B. Place on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of salary schedule as of the effective date of this Agreement.

2. Credit for Experience

Five (5) years of experience in the same teaching field and after receipt of a B.A. degree will normally be accepted for work in another school system. However, the Board may, as its option, grant more or less credit for experience in another system. The Board would, of course, require the same number of graduate hours for placement on any step from these teachers, as it would for teachers already in the local system.

C. Advance on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the salary schedule for one (1) year of satisfactory service, until the maximum for their educational classification is reached. For the purpose of advancement of one (1) full increment or vertical step on the salary schedule, said individual will have had a contract of employment with the Williamsburg District of a minimum of one hundred fifty (150) days. Contract less than the length of time will be left to option of Board to decide service credit.

2. Educational Lanes

Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional graduate credit, or if courses taken are not designated as graduate work, said hours must be within the teaching field of the party seeking credit and have been required by the college as part of a graduate program. Graduate credit for lane movement must be from an institution recognized by the Department of Education. For an employee to advance on the salary schedule from one educational lane to another for the following school year, advance information of intent of additional course work must be filed by the employee no later than the last workday of the current school year. The employee shall file suitable evidence of completion of additional course work with the Superintendent no later than the third Monday of September of each year in which the employee is eligible to move. No advances on the salary schedule shall be made during the school year.

To pass to the M.A. it is necessary that the degree be with a major in one of the teaching areas of the instructor. If the degree is in another area, the Board may at its option review the work and grant part credit if it feels the work taken is in the interest of the school. In a similar manner if a teacher has taken an M.A. degree in a field other than his/her teaching field and has also taken additional credit courses or institutes in his/her teaching area, the Board may accept these courses and M.A. degree as the equivalent of an M.A. degree in his/her teaching field. Individuals off scale on any particular training lane who receive additional hours to place them on another training lane will move to that point on the new lane that is one step beyond the last established step on the scale from which the horizontal move is being made.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments with the first payment being made on the 20th of the month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teachers.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend employees shall receive their checks on the last previous working day.

3. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. Extra Assignment and Extended Contract Rate

The Salary Schedule is based upon the regular contract school year.

Note: Days beyond the regular contract will be at a per diem rate, based on the beginning B.A. Scale. Those whose regular contract is twelve (12) months will be figured at 12/9th.

F. All Phase III funds shall be distributed to members of the bargaining unit in a plan provided in HF499.

ARTICLE XV

SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule One B are official school-sponsored activities covered by school insurance.

2. Rates of Pay

Employee participation in extra-curricular activities, which extend beyond the regularly scheduled in-school day, shall be compensated according to the rate of pay or other stipulations in Schedule One B which is attached hereto and made a part thereof.

B. Expenses of Traveling Employees

1. Employees who may be requested to use their own automobile in the performance of their duties and are required to transfer between buildings during the regular day shall be compensated according to figures allowed by Internal Revenue Department for said mileage without being subject to Income Taxation.
2. The same allowance shall be given for use of personal cars for field trips or other business of the District.
3. No employee shall be assigned a traveling position as a means of reprimand.

ARTICLE XVI INSURANCE

- A. Group health and accident insurance premiums may be deducted from the salaries of personnel members. The School District shall contribute fifty percent (50%) of the amount of the premium for a family plan or one hundred percent (100%) of the premium for single full-time employee. For married couples employed by the District wishing to enroll in a family plan, the District will pay the equivalent of one (1) single plan premium and fifty percent (50%) of the amount of the family premium and one (1) of the employees will make up the difference for the premium of a family plan. In addition, the Board shall contribute the full amount of the premium for long term disability insurance and the full amount of the premium for life insurance, for all certified staff working 20 hours or more per week.

Part-time regular contracted employees will be eligible for health insurance benefits under the following conditions: For single plan, the board will pay a pro-rated amount based on contract percentage of a full contract, with employee paying remaining amount to meet premium. For the family plan, the Board will pay a pro-rated amount of premium based on contract percentage of a full contract as it applies to fifty percent (50%) of the premium; the employee will pay the difference of the full family premium. (Married couples which may come under this regulation will be handled by mutual agreement between Superintendent and parties involved.)

B. Types

1. Health and Major Medical: PPO Coverage

The District will pay the premiums for Option #1 below. If an employee selects Option #2 or Option #3, the difference in premiums from Option #1 shall be applied to a TSA selected by the employee or applied to the employee's cost of the premium.

Option #1: deductible-\$250/\$500, coinsur.-10%/20%, Out of pocket-\$1000/\$2000, Office visit- \$10, Rx-\$5/\$10

Option #2: deductible-\$750/\$1500, coinsur.-10%/20%, Out of pocket-\$1500/\$3000, Office visit-\$15, Rx-\$5/\$10

Option #3: deductible-\$1500/\$3000, coinsur.-10%/20%, Out of pocket-\$3000/\$6000, Office visit-\$20, Rx-10/\$20

The lifetime maximum is \$5,000,000. The infertility benefit maximum is \$25,000.

2. Life

Coverage shall be twenty thousand dollars (\$20,000.00) of term life insurance.

3. School Liability

All employees shall be covered by a school-financed liability insurance covering job-related performance of duties.

C. Coverage

The Board-provided insurance program shall be in effect for all certified staff under contract, for twelve (12) consecutive months (beginning July 1st and ending June 30th of the contract year), or while under contract by the Williamsburg Community School District. Employees new to the District shall be covered by Board provided insurance no later than one (1) month after initial employment.

D. Descriptions

The Board shall provide each employee a description of the insurance coverage provided, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings as becomes available.

E. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual the above mentioned benefits shall continue throughout the balance of the school year.

ARTICLE XVII

COMPLIANCE OF AGREEMENT AND DURATION

A. Compliance

Said items of this Agreement are hereby agreed to by the Board of Directors of the Williamsburg School District and Williamsburg Education Association.

B. Separability

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

C. Printing Agreement

The cost for printing shall be borne by both parties equally.

D. Notices

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the other provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated address or at such other address as may be designated by a party in written notification to the other party.

1. If by Association to Board President
2. If by Board to Association President

E. Duration Period

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

It is understood and agreed by both parties of this Agreement that all functions, rights, powers of authority of the Administration and Board of Directors of the Williamsburg School District, which are not specifically limited by the express language of this Agreement, are retained by the Board. No such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

F. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the _____ day of _____, 2007.

WILLIAMSBURG EDUCATION ASSOCIATION
EDUCATION

By _____
President

By _____
Chief Negotiator

WILLIAMSBURG BOARD OF

By _____
President

By _____
Chief Negotiator

SALARY SCHEDULE ONE A
WILLIAMSBURG COMMUNITY SCHOOL DISTRICT

2007-2008

STEP	BA	BA+15	BA+24	MA	MA+15	MA+30	MA+45
0	25975	27014	28053	29092	30131	31170	32209
1	26884	27959	29035	30110	31186	32261	33336
2	27793	28904	30017	31128	32241	33352	34463
3	28702	29849	30999	32146	33296	34443	35590
4	29611	30794	31981	33164	34351	35534	36717
5	30520	31739	32963	34182	35406	36625	37844
6	31429	32684	33945	35200	36461	37716	38971
7	32338	33629	34927	36218	37516	38807	40098
8	33247	34574	35909	37236	38571	39898	41225
9	34156	35519	36891	38254	39626	40989	42352
10	35065	36464	37873	39272	40681	42080	43479
11	35974	37409	38855	40290	41736	43171	44606
12		38354	39837	41308	42791	44262	45733
13		39299	40819	42326	43846	45353	46860
14			41801	43344	44901	46444	47987
15			42783	44362	45956	47535	49114
16				45380	47011	48626	50241
17				46398	48066	49717	51368
18					49121	50808	52495
19					50176	51899	53622
20						52990	54749
21						54081	55876
22							57003
23							58130

Longevity increment based on one percent (1%) of step 0 for each respective lane converted to equivalent dollar amount.

For the B.A. and B.A.+15 Lane, the upper limits of longevity that an individual can receive longevity for is three percent (3%) off scale.

For B.A.+24 the upper limit of longevity that an individual may achieve is seven percent (7%) off scale.

The M.A., M.A.+15, M.A.+30, and M.A.+45 Lane upper limit of longevity is five percent (5%).

SCHEDULE ONE B

EXTRA PAY SUPPLEMENTAL SCHEDULE

2007-2008

Items listed as percentages are based on the B.A. Scale (Steps 0-11). Each year of experience in the particular extra-curricular responsibility, within the District, will be accredited with one (1) full step on the B.A. Scale. Change in position within a sport the District will grant up to five years credit for experience in that sport. Five (5) years of successful experience will be accepted for work completed in another school district for those coaching and other activities listed in Schedule One B.

Senior High Head Coach

Football - Basketball - Wrestling	12%
Track - Swimming - Baseball - Softball – Volleyball - Soccer	11%
Cross Country (B&G)	11%
Golf (B) & Golf (G).....	9%

Senior High Ass't Coach

Football - Basketball - Wrestling	8%
Track - Baseball - Softball - Swimming – Volleyball – Golf – Cross Country	7%

Junior High 7th & 8th Head Coach

Football - Basketball - Wrestling	6%
Track – Volleyball – Cross Country - Softball	6%
Junior High Ass't Coach.....	5%

Other Activities

Individual Speech.....	4%
Large Group Speech.....	4%
Cheerleader Sponsor - Sr. High Basketball.....	3.5%
Cheerleader Sponsor - Sr. High Football	3.5%
(An additional 1% stipend will be awarded if cheerleading squad competes in the state competition)	
Cheerleader Sponsor - Sr. High Wrestling.....	3.5%
Cheerleader Sponsor - Jr. High	4%
Ass't Band.....	6%
Vocal.....	11%
Ass't Vocal.....	6%
FCCLA Sponsor.....	7%
Activities Director (of M.A. Scale).....	20%
Summer Instrumental	10%
Flag Line	4%
Drum Line.....	4%
Band.....	11%
School Paper and Annual.....	6%
Play Director (Winter, High School).....	4%
Play Director (Spring Jr. High)	3%
Assistant Play Director (Fall, Winter, Spring)	6%
Play Director (Fall)	6%
Musical Directors - Two Positions.....	5%
(Musical Director – 1 Position 7%)	
Academic Coach	7%
Poms.....	5%
Student Council Sponsor (Sr. High).....	4%
Honor Society Sponsor (Sr. High)	3%

Student Council Sponsor (Jr. High)	0.5%
Honor Society Sponsor (Jr. High)	0.5%
Junior Class Sponsor (Head)	1.5%
Win With Wellness	2%
DECA	4%

Specific Dollar Amounts

Driver Education	\$160/student
Baseball Field Maintenance (Head Coach)	\$300
Softball Field Maintenance (Head Coach)	\$300
FCS – Media Specialist - Guidance - Activities Director	
.....extended contracts at daily rate based on B.A. Base	
Summer Agriculture	(2/9 of Salary Step)
Elem. Noon Supervision	\$5.50/person/day
Dept. Head	\$250
Acting Dept. Head	\$100
Junior Class sponsor	\$150
Senior Class sponsor	\$ 75
Letterwinner Sponsor	\$175
Set Builder	\$150
Locker Room	\$60
Ticket Sellers, Pep Bus Chaperones, Athletic Chaperones, Scorers and Timers, Line Judge,	
Football Chains and Announcer (Jr. High/Jr. Varsity/Sr. Varsity)	2.5 hr or less \$15.00
.....over 2.5 hrs	\$20.00
Weight Room Supervisor (maximum-20 hrs per week)	\$5.50 per hour
Open Gym Supervisor (maximum-10 hrs per week)	\$5.50 per hour

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WILLIAMSBURG COMMUNITY SCHOOL DISTRICT
AND
THE WILLIAMSBURG EDUCATION ASSOCIATION
REGARDING PHASE II

- A. The Phase II schedule will be indexed as per Schedule One A.
- B. Payments will be made to teachers on a quarterly basis.
- C. Expend all of the Phase II monies received by the District.
- D. Use the 2007-2008 staff scattergram in time to be paid starting in October. Phase 1 employees will be excluded from this distribution.
- E. If the District receives more or less than anticipated for Phase II, the base will be adjusted to spend all available money.
- F. This Agreement will be outside the Master Contract.

District

Association

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WILLIAMSBURG COMMUNITY SCHOOL DISTRICT
AND
THE WILLIAMSBURG EDUCATION ASSOCIATION
REGARDING ARTICLE IV – SECTION A5
IMMEDIATE FAMILY ILLNESS

Employees shall be granted up to four (4) additional immediate family illness days, by trading three (3) sick leave days for each one (1) family illness day.

This agreement is for a one (1) year trial period covering the contract year of 2007-2008. This memorandum is considered non-precedent setting and could not be used against the District in an arbitration hearing.

District

Association

Memorandum of Understanding
Between
The Williamsburg Community School District
And
The Williamsburg Education Association

Regarding Compensation of Teachers Grades 7-12 for covering classes

Payment of compensation for covering classes during a teacher's planning time will result in a payment of twenty (20) dollars per period.

This agreement is for a one (1) year trial period covering the contract year of 2007-2008. This memorandum is considered on-precedent setting and could not be used against the District in an arbitration hearing.

District

Association

Memorandum of Understanding
Between
The Williamsburg Community School District
And
The Williamsburg Education Association

Regarding Article VIII

- Involuntary Transfer Procedure

B. Notice

Notice on an involuntary transfer assignment shall be given in writing to employees as soon as practical and in no case later than July 1.

This agreement is for a one (1) year trail period covering the contract year of 2007-2008. This memorandum is considered non-precedent setting and could not be used against the District in an arbitration hearing.

District

Association